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www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



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December 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EXPENDITURES WITH THE CALIFORNIA ENDOWMENT
FOR THE DEPARTMENT OF HEALTH SERVICES' PATIENT SAFETY
CONFERENCE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute an Agreement and expend funds for facility use and catering services for the Department of Health Services' Patient Safety Conference.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Health Services (Director), or his designee, to sign an Agreement with The California Endowment for facility use and on-site catering services for the Department of Health Services' (DHS) Patient Safety Conference on October 28-29, 2013, in an amount to not exceed Twelve Thousand Five Hundred Dollars (\$12,500).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will allow the Director to sign an Agreement, substantially similar to Exhibit I, with The California Endowment for facility use and on-site catering services for the 2013 DHS Patient Safety Conference. Section 5.40.097 of the Los Angeles County Code permits departments to purchase food and beverages for official functions and meetings authorized by the Director up to \$500 per occasion with a maximum of \$5,000 per year. The estimated amount, \$12,500, required to provide food and beverages for this event, exceeds this limit, necessitating a request for DHS to obtain these services under a Board approved Agreement.

Since 2005, DHS' Quality Improvement and Patient Safety (QIPS) program and DHS' Patient Safety Committee have conducted an annual Patient Safety Conference which addresses patient safety topics associated with Joint Commission accreditation, California Department of Public Health regulations, and evolving patient safety issues of importance to DHS facilities. Communicating new patient safety requirements and recommendations from Joint Commission and other sources, as well as the methods by which compliance is obtained, is a focus of QIPS.

The annual conference is the only DHS-wide educational offering that aims to keep all DHS facilities informed about current and emerging topics in patient safety. Approximately 200 DHS staff participate in the conference and rate it highly. The conference specifically targets facility leadership, managers, supervisors, patient care providers and patient safety leaders.

Implementation of Strategic Plan Goals

The recommended action support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Catering services are estimated at \$12,500, and the number of DHS attendees, which will range from 200-250, will determine the final cost. The final cost will not exceed \$12,500.

Funding will be requested in DHS' Fiscal Year 2013-14 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Priority registration is granted to DHS staff who are not charged for the conference; however, if registration is less than expected, registration will open to Community Partner staff and staff working in non-DHS health centers and local area hospitals. Non-DHS conference attendees will be charged the full per person cost.

Conference attendees are expected to obtain prior approval to attend the conference from their supervisors, and will receive up to thirteen (13) continuing medical education units for their participation. Meals and beverages will be served during the conference to maximize staff participation and involvement in patient safety education. Conference activities will be scheduled throughout the day including meal times, and meals are limited to cold buffet-style selections to reduce catering costs. A list of tentative conference topics is included as Exhibit II.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

The California Endowment was selected after reviewing the availability and costs for similar sites. The California Endowment does not charge for conference space when an agency, such as DHS, conducts a conference geared to promoting fundamental improvements in health care.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will enable DHS to provide vital patient safety information to its staff.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:rf

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

TERMS AND CONDITIONS FOR FACILITIES USE

This Agreement is made by and between **The California Endowment** (hereinafter called “TCE”) and Client identified on the signature page.

All reservations and agreements for private conference functions and use of the facilities are made upon subject to the rules and regulations of **TCE** and the following conditions:

Reservations, Deposits and Payments

- All reservations are held on a tentative basis until a signed copy of the Terms and Conditions is received in the exact form as sent. A reservation is confirmed only upon receipt of a signed Agreement and a deposit in the amount indicated on the attached Acknowledgment page; provided that TCE may waive such a requirement at our sole discretion.
- Final payment of the estimated outstanding balance of the event is due three (3) business days prior to the scheduled event and will require a signed credit card authorization for any remaining balance and extra charges, if any. A \$25.00 fee may be charged to Client, at TCE’s sole discretion, for all returned checks.
- If Client cancels an event with less than 30 days written notice, a cancellation fee of 10% of the contract amount will be retained by TCE.
- If Client cancels an event with less than 7 days written notice, a cancellation fee of 50% of the contract amount will be retained by TCE.
- If Client reschedules an event with less than 3 days written notice, a 10% rescheduling fee will be added to the new contract amount.
- A \$25 room deposit is required of all single room reservations. A \$50 room deposit is required for all multi room reservations or Yosemite A only. A \$200 room deposit is required for Yosemite Hall (A+B Combined). All deposits will be held until the events have concluded and then returned upon inspection of the facility. Checks will not be deposited unless damage to the CHC has occurred. Organizations with recurring reservations can make a one time \$200 deposit, known as the Frequent Requestor Deposit, which will be deposited.
- TCE may terminate this Agreement upon three (3) days written notice in the event of an uncured breach of this Agreement by Client. Upon the expiration or the termination of this Agreement, Client shall immediately quit and surrender the facilities to TCE
- If Client owes TCE monies after the event, all such monies shall be paid to TCE within ten (10) days after TCE presents the final event settlement to the Client. If the full amount due is not paid within those ten (10) days it shall accrue a penalty of 1.5% per month or part thereof.

Room Rentals and Conditions

- All arrangements must be finalized at least 3 days prior to the event.
- All files, videos, documents, and power-point presentations by client must be received by TCE 3 days prior to event. TCE will load, scan, test and run any item prior to presentation.
- Client shall use the facilities only for the use permitted by TCE and for no other purpose. Client shall keep the facilities in good order and repair, and promptly shall notify TCE of any damage thereto caused by the Client, its agents, employees or invitees. Client shall comply with all applicable laws, ordinances and government regulations applicable to the facilities. Client shall not damage or misuse the facilities, and shall not cause or permit any nuisance, unreasonable noise, loitering or disruption of other building users or occupants, or do anything, which would injure the reputation of TCE.
- Client shall not use the facilities or event for raising funds, including but not limited to, selling merchandise or other items related to the event and/or raffles.
- TCE or its designee(s) may, without advance notice and without liability, monitor the Client's use of the facilities, and the Client shall comply promptly with any reasonable request by TCE to act or refrain from acting in a manner which, in TCE's discretion, is necessary for TCE's welfare.
- Client shall not permit any other entity, individual or organization to use or occupy the facilities without the prior written consent of TCE. TCE shall have the right to place reasonable conditions upon any use to which it consents pursuant to this Section.
- Scheduling an event at TCE does not constitute our endorsement or co-sponsorship of Client's organization and must not be reflected as such in any of Client's printed material or communications. A copy of Client's invitation must be provided to TCE and approved by TCE in writing prior to its printing.
- The room(s) designated for the event carries a minimum and maximum attendance number. If the final guarantee number is lower or higher than these numbers, TCE reserves the right to transfer the event to another room and/or increase or decrease the rental fee to Client based on the established TCE rental policies. A guaranteed attendance count is due 3 business days prior to the event. The guaranteed attendance count cannot be reduced after this confirmation unless other arrangements have been made in writing with the TCE Conference Manager.
- TCE reserves the right to shuffle room bookings provided that the change does not impact event specifications as submitted by the Client.

- All displays, exhibits, decorations, equipment must be checked in, and all musicians must check in, with the TCE Conference Manager at least 2 hours prior to transport and set up on TCE premises. Delivery and pick up times must be coordinated with Center for Healthy Communities Staff.
- All displays, exhibits, and decorations must conform to the Los Angeles City Building Code and Fire ordinances, and should be freestanding without attachment to walls, ceiling, or floor.
- There may be additional charges to be determined according to the special needs of Client in accord with the volume and size of the event, including but not limited to audio visual equipment, rentals of subcontracted services which may include transportation, technicians, valet parking, or additional labor and security charges. Any additional or specific costs incurred by TCE in the set-up or operation of Client's event which are not part of the normal operating expense will be charged to Client.
- TCE will be monitoring the volume (sound level) of Client's entertainment. If volume is excessive, TCE reserves the right to shut down all entertainment.
- TCE reserves the right to inform Client or the function host of any of their guests who may be disorderly, obnoxious or out of control before TCE removes said guest(s) from TCE's premises.
- Client shall immediately pay TCE for the cost of repairing any damage to the facilities caused by Client, its agents, employees or invitees in connection with the event. Client shall keep the facilities in an orderly condition and cause all refuse and debris to be properly discarded.
- TCE shall approve in advance all equipment and materials brought to the facilities by Client. TCE shall further approve in advance the location of such equipment and materials brought to the facilities by Client, and the location of any vehicles used to load and unload such equipment and materials. Client shall remove any equipment and materials brought onto the facilities property.

Menu, Food & Beverage

- All catering provided on TCE premises must be ordered through TCE's on site, contracted Caterer. Payment for food charges will be made out to said Caterer.
- No food or beverage of any kind may be brought into TCE by a Client without the written permission of TCE and are subject to such service and/or labor charges as are deemed necessary by TCE.
- Clients may not remove any food items from TCE premises.

Liability

- TCE cannot assume liability for any personal property and equipment of Client or Client's guests or invitees brought to TCE facilities. TCE is not responsible for Client property, equipment, or materials not removed from the premises at the conclusion of the event.
- Client represents and warrants that it shall not cause or permit any hazardous substances to be brought onto the facilities, or to be disposed of or otherwise released onto or under the real property of the facilities.
- To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.
- If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to TCE that he/she has full authority to sign this Agreement.
- Client shall be responsible for any injuries to any of Client's guest, the general public or TCE employees resulting from negligent action(s) by any person(s) in connection with Client's function, other than if caused by the willful misconduct or gross negligence of TCE. Client shall be held responsible for the cost of any damage to TCE property caused by any person(s) connected with Client's function. Client shall indemnify and hold harmless TCE, its agents and employees from all claims, actions, cause of action or liabilities arising out of or resulting from Client's use of the facilities.
- If for any reason beyond control, but not limited to strike, labor dispute, accident, act of war, act of God, fire, flood or other emergency condition, TCE is unable to perform its obligation under this Agreement, such nonperformance is excused and TCE may terminate this Agreement without further liability of any nature, upon return of Client's deposit. In no event shall TCE be liable for consequential damages of any nature for any reason whatsoever.

Miscellaneous

- This Agreement contains all of the terms agreed to by the parties and shall supercede all prior agreement, written or oral, concerning the subject matter herein. Any changes to these terms must be made in writing and signed by both parties to be effective.
- Any notice required or permitted by the terms of the Agreement should be made in writing. All notices must be addressed to the person named and to the address below.

The California Endowment
The Center for Healthy Communities
1000 N. Alameda St.
Los Angeles, CA 90012
Attn: Sue Ko

- Should any dispute occur under or based in any manner upon this Agreement, both parties consent to resolution by binding arbitration by one arbitrator, in the county of Los Angeles, California, in accordance with the rules of the American Arbitration Association (AAA). The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, in the event of any dispute, action or arbitration hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is unenforceable under applicable law, the remaining provisions of this Agreement shall continue in full force and effect.
- All of the Client's obligations under this Agreement shall be at Client's sole cost and expense.
- No course of dealing between TCE and the Client or any failure or delay in exercising any rights shall operate as a waiver of any rights. No waiver shall be effective unless in writing and signed by an authorized representative. Any waiver on one occasion shall not operate as a waiver of any subsequent breach or default. Acceptance of any rental fee shall not constitute a wavier by TCE, regardless of TCE's knowledge of any breach or default of the Client.
- In any action to enforce, or arising out of, this Agreement, the prevailing party shall be entitled to be awarded all court costs and reasonable legal fees incurred.
- The Client may not assign (directly, by operation of law, or otherwise) this Agreement or any of its rights or obligations under this Agreement without the prior written consent of TCE. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

- In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties, and the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.
- TCE retains the right to use or permit the use of any portion of the facilities not granted to the Client to any person or entity regardless of the nature of the use of such other space provided it does not interfere with the Client's use of the facilities.
- The Client shall at its own expense obtain all licenses and permits required for the presentation of the event in the facilities.
- At the expiration of the use period, the Client shall deliver possession of the facilities back to TCE in its original condition, reasonably clean and free of any debris and personal property or equipment owned or placed in the facilities by the Client or any of its employees, agents, contractors or invitees.
- This Agreement does not confer any rights or benefits upon any persons or entities other than TCE and Client and their permitted, respective successors and assigns. There are no third party beneficiaries.
- Nothing contained in this Agreement will be deemed to constitute TCE and Client as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Client agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.
- No interruption or malfunction of any utility services, whether such services are provided by TCE or arranged for by Client, shall (a) constitute an eviction or disturbance of Client's use and possession of the facilities or a breach by TCE of any obligations hereunder, or (b) render TCE liable for damages or (c) entitle Client to be relieved of any obligations hereunder. In the event of any such interruption of service provided by TCE, TCE shall be obligated only to use reasonable diligence to restore such service.
- Client agrees to comply with all applicable laws, statutes, ordinances, rules and regulations, including but not limited to rules and procedures of TCE.

Acknowledgment

By signing below, Client acknowledges that the foregoing conditions have been read and understood and Client agrees to comply with said conditions. Please return an executed copy of this Agreement with the specified deposit. So long as the Agreement and deposit are not returned, TCE reserves the right to cancel the tentative reservation. This signature page may be signed by the parties and sent by electronic transmission (facsimile).

*****DEPOSITS PAYABLE BY CHECK ONLY*****
Please make checks payable to The California Endowment

Client signature:		Date: 11/27/2012	
Print name: Marife Mendoza		Phone: 213-240-8276	
Reservation name: LACDHS, Quality Improvement Patient Safety Program		Res. # 33261	
Event name: 2013 LAC-DHS Patient Safety Conference			
Event date and time: Monday, October 28, 2013 - Tuesday, October 29, 2013 8:00 AM - 5:00 PM			
Location 1: Cabrillo	Location 2: Catalina	Location 3: Mojave	Location 4: Yosemite
Location 5: Redwood	Location 6:	Location 7:	Location 8:
Deposit due by: n/a - frequent requestor deposit on file		Amount of deposit: \$0.00	
FOR TCE USE:			
Accepted by:		Date:	
Comments: Please return deposit and signed contract by 11/27/2012. Thank you.			

PAYMENT REQUEST FOR FOOD SERVICE:	
<input type="checkbox"/> I would like to pay by check. (PLEASE MAKE CHECKS PAYABLE TO SODEXO AMERICA, LLC)	
<input type="checkbox"/> I would like to pay by credit card.	RESERVATION NUMBER:
Please put the CREDIT CARD BILLING ADDRESS not your personal billing address: Full name: Street address: City, State, Zip Code: Credit card type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express Credit card number: Credit card expiration date: I authorize TCE to charge my credit card for the amount(s) of my special event to be held at the Center for Healthy Communities, The California Endowment. Signature:	

EXHIBIT II

DEPARTMENT OF HEALTH SERVICES' PATIENT SAFETY SEMINAR

OCTOBER 28 - 29, 2013

TENTATIVE SEMINAR TOPICS

- Patient Safety Infrastructure
- Infection Control Effective Practices, its relationship to Patient Safety and 1115 Waiver
- Patient Safety vs. Workplace Violence in Healthcare
- How to Improve Patient Safety using TeamStepps Program
- The Importance of Building Better Systems for Better Care
- Using Patient Satisfaction Data (HCAHPS survey data) to drive Organizational Change and Improve Patient Safety
- Effective Safety Initiatives instituted in other Major Industries and other Healthcare Organizations internationally or within the US
- Responding to Adverse Events: Disclosure and Transparency
- The Journey in Attaining a High Reliability Organization
- Workforce Development: A key to improve better outcomes
- Health Care Innovation: Today's healthcare for tomorrow's health
- How staff know, what staff don't know?

RF:r